

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT
CAUSE NO. 49D03-0501-PL-000132

STATE OF INDIANA,)

Plaintiff,)

v.)

KEITH JOHNSON,)

Defendant.)

FILED

128

JAN 14 2005

Dana Anne Sullivan
CLERK OF THE
MARION SUPERIOR COURT

CONSENT JUDGMENT

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Roger D. Smith, and the Defendant, Keith Johnson, hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendant of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position that the Defendant violated Indiana's Home Improvement Contracts Act, Home Solicitation Sales Act, and Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

JURISDICTION

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.

2. The Defendant, Keith Johnson ("Johnson"), is an individual who at all relevant times engaged in business as a home improvement contractor and resides at 2905 North LaSalle, Indianapolis, Indiana, 46218.

RELIEF ORDERED

3. The Defendant is permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

(1) The name of the consumer and the address of the residential property that is the subject of the home improvement;

(2) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquires can be directed;

(3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;

(4) A reasonably detailed description of the proposed home improvements, and if the description does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

(5) The approximate starting and completion date of the home improvements;

(6) A statement of any contingencies that would materially change the approximate completion date;

(7) The home improvement contract price; and

(8) Signature lines for the Defendant or the Defendant's agent and for each consumer who is to be a party to the home improvement contract, with a legible printed or a typed version of that person's name placed directly after or below the signature;

b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all the terms of the home improvement contract;

c. in the course of entering into home improvement transactions, failing to provide a fully executed copy of the home improvement contract, which includes the dates the supplier and each consumer executed the contract, to the consumer immediately after the consumer signs it;

d. in the course of entering into home consumer transactions, failing to deliver to the consumer two (2) copies of a written notice of the consumer's right to cancel the transaction, which shall be in at least ten (10) point boldface type and contain the following information:

(1) The address to which the consumer's notice of cancellation may be delivered or sent;

(2) A statement that the transaction may be cancelled before midnight of the third business day after the consumer and the supplier finally agree to the transaction;

(3) A statement of the explanation of the steps the consumer must take to cancel the home consumer transaction;

(4) A statement of the steps the consumer and supplier must take after cancellation of the home consumer transaction; and

(5) The date by which the consumer must exercise the right to cancel the transaction; and

e. representing that the home improvements will be completed within a stated period of time, or when no time period is stated, within a reasonable time, when the Defendant knows or should reasonably know that Defendant will not.

4. The Defendant shall pay consumer restitution, pursuant to Ind. Code §24-5-0.5-4(c)(2), for Charles Cookston, _____, Indiana, _____, in the amount of Four Hundred Twenty Five Dollars and 00/100 (\$425.00), payable to the Office of the Attorney General.

5. The Defendant shall pay consumer restitution, pursuant to Ind. Code §24-5-0.5-4(c)(2), for Landrum Shields, _____, Indiana, _____, in the amount of Five Hundred Dollars and 00/100 (\$500.00), payable to the Office of the Attorney General.

6. The Defendant shall pay the Office of the Attorney General, pursuant to Ind. Code § 24-5 -0.5-4(c)(3), in the amount of Eight Hundred and 00/100 Dollars (\$800.00), representing the Plaintiff's costs of investigating and prosecuting this action.

CONTINUING JURISDICTION

7. For the purpose of enforcing the provisions of this Consent Judgment, the Defendant waives any objection regarding the Court's jurisdiction to punish for contempt and agrees to appear on proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this 12th day of January 2005.

STATE OF INDIANA
STEVE CARTER
Attorney General of Indiana

KEITH JOHNSON

by: Roger Smith
Roger Smith
Deputy Attorney General
Attorney No. 23152-49

Keith Johnson
Keith Johnson

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED
this 14th day of January, 2005

Patrick J. McCarty
Judge, Marion Circuit Court

Distribution:

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